

**IN THE CIRCUIT COURT OF CROSS COUNTY, ARKANSAS
CIVIL DIVISION**

BULL MOTOR COMPANY

PLAINTIFF

VS.

NO. 19CV-18-177-1

ACADIA INSURANCE COMPANY

DEFENDANT

COMPLAINT

JURISDICTION AND VENUE

1. The Circuit Court of Cross County, Arkansas, has jurisdiction of this case because Plaintiff is seeking damages against the Defendants in this civil proceeding, thereby giving this Court jurisdiction under Ark. Code Ann. § 16-13-201.
2. The venue for this action is in Cross County, Arkansas, pursuant to the provisions of Ark. Code Ann. § 16-60-101(a)(1).

PARTIES

3. Plaintiff is Bull Motor Company, whose address is 729 Highway 64 West, Wynne, AR 72396.
4. Defendant, Acadia Insurance Company, is a corporation registered in the state of Arkansas whose address is One Acadia Commons, Westbrook, ME 04098-5010. The registered agent for service of process is The

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CLERK AND EX-OFFICIO RECORDER**

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**CROSS COUNTY, ARKANSAS
BY CD Durkin D.C.**

Corporation Company, at 124 W. Capitol Avenue, Ste 1900, Little Rock, AR 72201-3736.

5. Plaintiff had a policy of insurance with the Defendant at all times relevant to the issues in this case.

FACTS

6. Defendant issued a policy to Plaintiff for the period of October 11, 2016 to October 11, 2017.
7. This policy was active and in effect on and around March 28, 2017, the day that an unknown fraudster used a stolen identity to finance the purchase of a vehicle from Plaintiff.
8. The loan was made by U.S. Bank pursuant to the agreement between U.S. Bank and Plaintiff known as "Direct Loan Dealer Agreement".
9. The fraud was discovered by U.S. Bank after the bank received zero payments on the loan and contacted the alleged purchaser.
10. The true identity of the purchaser is still unknown, but the vehicle was recovered from a subsequent purchaser.
11. U.S. Bank demanded that Plaintiff return the purchase money and, in exchange, the bank would return the vehicle.
12. Plaintiff refused to return the money, and U.S. Bank filed suit in US District Court for the Eastern District of Arkansas.

13. Plaintiff experienced a loss when the vehicle was wrongfully taken by fraudulent means, amounting to fraudulent conversion.

14. This conversion is a covered loss under the Defendant's policy.

Attached hereto is a copy of the policy issued by Defendant.

COUNT I

15. As a cause of action and ground for relief, Plaintiff alleges the factual matters described in paragraphs number 1 through 14, inclusive, as a part of this count.

16. Plaintiff contends there was a breach of contract by the Defendant arising from the facts in this case because there is, in fact, coverage by the Defendant to the Plaintiff for the allegations in the Complaint filed in the underlying case in the US District Court for the Eastern District of Arkansas.

17. Plaintiff asks for appropriate relief for a breach of contract including, but not limited to, a finding that the Defendant breached the insurance contract with the Plaintiff and awarding attorneys' fees and directing the Defendant to not only provide an attorney for the Defendant in the underlying litigation but to provide coverage to the Plaintiff for the judgment, if any, that maybe rendered in the underlying action.

COUNT II

18. As a cause of action and ground for relief, Plaintiff alleges the factual matters described in paragraphs number 1 through 17, inclusive, as a part of this count.

19. Plaintiff asks for a finding by the Court, by way of a Declaratory Judgment action, that the Defendant has a duty to provide an attorney and to provide coverage and/or indemnity benefits under the terms of the contract for the judgment, if any, that may be rendered in the underlying case in the US District Court for the Eastern District of Arkansas. This is a request for a Declaratory Judgment against the Defendant under these circumstances.

RELIEF REQUESTED

20. Plaintiff asks for a finding that there was a breach of contract, a finding that the Defendant has a duty to provide counsel and pay the expenses of the defense of the case together with paying the judgment, if any, that may be rendered against the Plaintiff in the underlying case together with an award of attorneys' fees and expenses.

21. Plaintiff alleges that the total amount involved in this controversy is less than \$75,000.00 so as to defeat any Federal Court jurisdiction under these circumstances.

JURY DEMAND

22. Plaintiff, pursuant to Rule 38 of the Arkansas Rules of Civil

Procedure, demands a jury trial on all factual issues.

BULL MOTOR COMPANY, PLAINTIFF

By:


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